

RECORDATION NO. 30146-A FILED  
March 30, 2012 3:10 PM  
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
—  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1984)

OF COUNSEL  
URBAN A. LESTER

March 30, 2012

Ms. Cynthia T. Brown  
Chief of the Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

Dear Ms. Brown:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment and Assumption Agreement, dated as of March 30, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement being filed with the Board under Recordation Number 30146.

The names and addresses of the parties to the enclosed document are:

Assignor: Trinity North American Freight Car, Inc  
2525 Stemmons Freeway  
Dallas, TX 75207

Assignee: TLP Rail Trust I  
by Wilmington Trust Company, not in its  
individual capacity but solely as Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, DE 19890

**Ms. Cynthia T. Brown  
March 30, 2012  
Page 2**

**A description of the railroad equipment covered by the enclosed document  
is:**

**175 covered hopper railcars: TILX 329461 – TILX 329610 and TILX  
330211 – TILX 330235.**

**A short summary of the document to appear in the index is:**

**Memorandum of Assignment and Assumption Agreement.**

**Also enclosed is a check in the amount of \$41.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.**

**Kindly return stamped copies of the enclosed document to the  
undersigned.**

**Very truly yours,**

  
**✓ Edward M. Luria**

**EML/sem  
Enclosures**

**MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT**

Memorandum of Assignment and Assumption Agreement made and entered into on March 30, 2012 by and between Trinity North American Freight Car, Inc., a Delaware corporation (as assignee of Trinity Industries Leasing Company) (the "Assignor") and TLP Rail Trust I, a Delaware statutory trust (the "Assignee").

**WITNESSETH:**

The undersigned have entered into that certain Assignment and Assumption Agreement (the "Assignment"), dated as of March 30, 2012, whereby the Assignor has agreed to assign to the Assignee and the Assignee has agreed to accept assignment from the Assignor of those certain railroad car leases as listed on Exhibit A attached hereto.

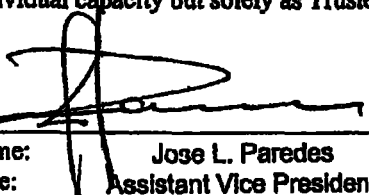
This Memo may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument.

[Memorandum of Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date hereof.

**TLP RAIL TRUST I**

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

By:   
Name: Jose L. Paredes  
Title: Assistant Vice President

**TRINITY NORTH AMERICAN  
FREIGHT CAR, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed on this 2<sup>nd</sup> day of March, 2012

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2012

[Memorandum of Assignment and Assumption Agreement]

STATE OF DELAWARE     )  
  ) SS:  
COUNTY OF NEW CASTLE )

On this, the 22 day of March 2012, before a Notary Public in and for said County and State, personally appeared Jose L. Paredes, who being by me duly sworn, says that (s)he is the Assistant Vice President of TLP Rail Trust I, by Wilmington Trust Company, not in its individual capacity but solely as Trustee, that said instrument was signed on March 22 2012 on behalf of said entity by authority of its management or other governing body, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Patrick A. Kanar

Name:  
Notary Public

My Commission Expires:  
Residing in \_\_\_\_\_

PATRICK A. KANAR  
Notary Public - State of Delaware  
My Comm. Expires April 6, 2012

[Memorandum of Assignment and Assumption Agreement]

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date hereof.

**TLP RAIL TRUST I**

By: Wilmington Trust Company, not in its individual capacity but solely as Trustee

**TRINITY NORTH AMERICAN  
FREIGHT CAR, INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: EM  
Name: Eric Marchetto  
Title: Vice President

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2012

Executed on this 28<sup>th</sup> day of March 2012

[Memorandum of Assignment and Assumption Agreement]

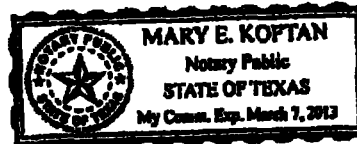
STATE OF TEXAS       )  
                              ) SS:  
COUNTY OF DALLAS    )

On this, the 28<sup>th</sup> day of March 2012, before a Notary Public in and for said County and State, personally appeared Eric Marchetto, who being by me duly sworn, says that (s)he is the vice President of Trinity North American Freight Car, Inc., that said instrument was signed on March 28, 2012 on behalf of said entity by authority of its management or other governing body, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Mary E. Koftan  
Name:  
Notary Public

My Commission Expires: March 7, 2013  
Residing in Tarrant County



**[Memorandum of Assignment and Assumption Agreement]**

**EXHIBIT A**

One Hundred Seventy-Five (175) units as identified on Exhibit B hereto and leased pursuant to Rider Two (2) to that certain Railroad Car Lease Agreement dated as of August 25, 2011 between Trinity Industries Leasing Company and Cru Logistics, LLC.



[Memorandum of Assignment and Assumption Agreement]

**EXHIBIT B**

<b><u>CAR MARK</u></b>	<b><u>LESSEE</u></b>	<b><u>RIDER NUMBER</u></b>
TILX 329461	CRU LOGISTICS, LLC	2
TILX 329462	CRU LOGISTICS, LLC	2
TILX 329463	CRU LOGISTICS, LLC	2
TILX 329464	CRU LOGISTICS, LLC	2
TILX 329465	CRU LOGISTICS, LLC	2
TILX 329466	CRU LOGISTICS, LLC	2
TILX 329467	CRU LOGISTICS, LLC	2
TILX 329468	CRU LOGISTICS, LLC	2
TILX 329469	CRU LOGISTICS, LLC	2
TILX 329470	CRU LOGISTICS, LLC	2
TILX 329471	CRU LOGISTICS, LLC	2
TILX 329472	CRU LOGISTICS, LLC	2
TILX 329473	CRU LOGISTICS, LLC	2
TILX 329474	CRU LOGISTICS, LLC	2
TILX 329475	CRU LOGISTICS, LLC	2
TILX 329476	CRU LOGISTICS, LLC	2
TILX 329477	CRU LOGISTICS, LLC	2
TILX 329478	CRU LOGISTICS, LLC	2
TILX 329479	CRU LOGISTICS, LLC	2
TILX 329480	CRU LOGISTICS, LLC	2
TILX 329481	CRU LOGISTICS, LLC	2
TILX 329482	CRU LOGISTICS, LLC	2
TILX 329483	CRU LOGISTICS, LLC	2
TILX 329484	CRU LOGISTICS, LLC	2
TILX 329485	CRU LOGISTICS, LLC	2
TILX 329486	CRU LOGISTICS, LLC	2
TILX 329487	CRU LOGISTICS, LLC	2
TILX 329488	CRU LOGISTICS, LLC	2
TILX 329489	CRU LOGISTICS, LLC	2
TILX 329490	CRU LOGISTICS, LLC	2
TILX 329491	CRU LOGISTICS, LLC	2
TILX 329492	CRU LOGISTICS, LLC	2
TILX 329493	CRU LOGISTICS, LLC	2
TILX 329494	CRU LOGISTICS, LLC	2
TILX 329495	CRU LOGISTICS, LLC	2
TILX 329496	CRU LOGISTICS, LLC	2
TILX 329497	CRU LOGISTICS, LLC	2
TILX 329498	CRU LOGISTICS, LLC	2

[Memorandum of Assignment and Assumption Agreement]

TILX 329499	CRU LOGISTICS, LLC	2
TILX 329500	CRU LOGISTICS, LLC	2
TILX 329501	CRU LOGISTICS, LLC	2
TILX 329502	CRU LOGISTICS, LLC	2
TILX 329503	CRU LOGISTICS, LLC	2
TILX 329504	CRU LOGISTICS, LLC	2
TILX 329505	CRU LOGISTICS, LLC	2
TILX 329506	CRU LOGISTICS, LLC	2
TILX 329507	CRU LOGISTICS, LLC	2
TILX 329508	CRU LOGISTICS, LLC	2
TILX 329509	CRU LOGISTICS, LLC	2
TILX 329510	CRU LOGISTICS, LLC	2
TILX 329511	CRU LOGISTICS, LLC	2
TILX 329512	CRU LOGISTICS, LLC	2
TILX 329513	CRU LOGISTICS, LLC	2
TILX 329514	CRU LOGISTICS, LLC	2
TILX 329515	CRU LOGISTICS, LLC	2
TILX 329516	CRU LOGISTICS, LLC	2
TILX 329517	CRU LOGISTICS, LLC	2
TILX 329518	CRU LOGISTICS, LLC	2
TILX 329519	CRU LOGISTICS, LLC	2
TILX 329520	CRU LOGISTICS, LLC	2
TILX 329521	CRU LOGISTICS, LLC	2
TILX 329522	CRU LOGISTICS, LLC	2
TILX 329523	CRU LOGISTICS, LLC	2
TILX 329524	CRU LOGISTICS, LLC	2
TILX 329525	CRU LOGISTICS, LLC	2
TILX 329526	CRU LOGISTICS, LLC	2
TILX 329527	CRU LOGISTICS, LLC	2
TILX 329528	CRU LOGISTICS, LLC	2
TILX 329529	CRU LOGISTICS, LLC	2
TILX 329530	CRU LOGISTICS, LLC	2
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TILX 329535	CRU LOGISTICS, LLC	2
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TILX 329537	CRU LOGISTICS, LLC	2
TILX 329538	CRU LOGISTICS, LLC	2
TILX 329539	CRU LOGISTICS, LLC	2
TILX 329540	CRU LOGISTICS, LLC	2
TILX 329541	CRU LOGISTICS, LLC	2

[Memorandum of Assignment and Assumption Agreement]

TILX 329542	CRU LOGISTICS, LLC	2
TILX 329543	CRU LOGISTICS, LLC	2
TILX 329544	CRU LOGISTICS, LLC	2
TILX 329545	CRU LOGISTICS, LLC	2
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TILX 329550	CRU LOGISTICS, LLC	2
TILX 329551	CRU LOGISTICS, LLC	2
TILX 329552	CRU LOGISTICS, LLC	2
TILX 329553	CRU LOGISTICS, LLC	2
TILX 329554	CRU LOGISTICS, LLC	2
TILX 329555	CRU LOGISTICS, LLC	2
TILX 329556	CRU LOGISTICS, LLC	2
TILX 329557	CRU LOGISTICS, LLC	2
TILX 329558	CRU LOGISTICS, LLC	2
TILX 329559	CRU LOGISTICS, LLC	2
TILX 329560	CRU LOGISTICS, LLC	2
TILX 329561	CRU LOGISTICS, LLC	2
TILX 329562	CRU LOGISTICS, LLC	2
TILX 329563	CRU LOGISTICS, LLC	2
TILX 329564	CRU LOGISTICS, LLC	2
TILX 329565	CRU LOGISTICS, LLC	2
TILX 329566	CRU LOGISTICS, LLC	2
TILX 329567	CRU LOGISTICS, LLC	2
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TILX 329573	CRU LOGISTICS, LLC	2
TILX 329574	CRU LOGISTICS, LLC	2
TILX 329575	CRU LOGISTICS, LLC	2
TILX 329576	CRU LOGISTICS, LLC	2
TILX 329577	CRU LOGISTICS, LLC	2
TILX 329578	CRU LOGISTICS, LLC	2
TILX 329579	CRU LOGISTICS, LLC	2
TILX 329580	CRU LOGISTICS, LLC	2
TILX 329581	CRU LOGISTICS, LLC	2
TILX 329582	CRU LOGISTICS, LLC	2
TILX 329583	CRU LOGISTICS, LLC	2
TILX 329584	CRU LOGISTICS, LLC	2

[Memorandum of Assignment and Assumption Agreement]

TILX 329585	CRU LOGISTICS, LLC	2
TILX 329586	CRU LOGISTICS, LLC	2
TILX 329587	CRU LOGISTICS, LLC	2
TILX 329588	CRU LOGISTICS, LLC	2
TILX 329589	CRU LOGISTICS, LLC	2
TILX 329590	CRU LOGISTICS, LLC	2
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TILX 329596	CRU LOGISTICS, LLC	2
TILX 329597	CRU LOGISTICS, LLC	2
TILX 329598	CRU LOGISTICS, LLC	2
TILX 329599	CRU LOGISTICS, LLC	2
TILX 329600	CRU LOGISTICS, LLC	2
TILX 329601	CRU LOGISTICS, LLC	2
TILX 329602	CRU LOGISTICS, LLC	2
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TILX 330225	CRU LOGISTICS, LLC	2
TILX 330226	CRU LOGISTICS, LLC	2
TILX 330227	CRU LOGISTICS, LLC	2

[Memorandum of Assignment and Assumption Agreement]

TILX 330228	CRU LOGISTICS, LLC	2
TILX 330229	CRU LOGISTICS, LLC	2
TILX 330230	CRU LOGISTICS, LLC	2
TILX 330231	CRU LOGISTICS, LLC	2
TILX 330232	CRU LOGISTICS, LLC	2
TILX 330233	CRU LOGISTICS, LLC	2
TILX 330234	CRU LOGISTICS, LLC	2
TILX 330235	CRU LOGISTICS, LLC	2

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated 3/30/12

Edward M. Luria  
Edward M. Luria